

BRUCE A. CHERNOF, M.D. Acting Director and Chief Medical Officer

JOHN R. COCHRAN, III Chief Deputy Director

WILLIAM LOOS, M.D. Acting Senior Medical Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

February 9, 2006

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

#### ALCOHOL AND DRUG SERVICES DRUG/MEDI-CAL AGREEMENT AMENDMENTS

(All Districts) (3 Votes)

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Acting Director of Health Services, or his designee, to execute Amendments, both effective from July 1, 2005 through June 30, 2008, to: 1) Drug/Medi-Cal (D/MC) Agreement No. H-701130 with The Center for Hope, Inc., substantially similar to Exhibit I, to increase the funding for Outpatient Drug Free Services (ODFS) from \$50,000 to \$188,796, an increase of \$138,796 for the period July 1, 2005 through June 30, 2006 (one year only), to add Day Care Habilitative Services (DCHS) (\$150,000 for 3 years) and Perinatal Day Care Habilitative Services (PDCHS) (\$60,000 for 3 years) increasing the current total maximum obligation of \$210,000 by \$348,796 to \$558,796, 50% offset by Federal Share D/MC funds and 50% offset by State Share D/MC funds, and 2) D/MC Agreement No. H-701239 with Wings of Refuge, substantially similar to Exhibit II, to add Perinatal Residential Habilitative Services (PRHS), increasing the current total maximum obligation by \$60,000 to \$360,000, 50% offset by Federal Share D/MC funds and 50% offset by State Share D/MC funds, both effective from July 1, 2005 through June 30, 2008.
- 2. Delegate authority to the Acting Director of Health Services, or his designee, to offer and sign any forthcoming amendments to D/MC Agreements with substantially similar terms to Exhibits I and II, following County Counsel review and approval, effective upon provider certification date or July 1 of the current Fiscal Year (FY), whichever start date is requested by the provider, allowing for State approved retroactive payments through June 30, 2008, with D/MC certified providers, to provide additional D/MC services, and to notify the Board offices and Chief Administrative Office (CAO) of the signing of these amendments on a quarterly basis.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Board approval of the recommended actions will allow the Department of Health Services (DHS or Department) to expand services under the current D/MC Agreements or any forthcoming D/MC Agreements.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors February 9, 2006 Page 2

The State Department of Alcohol and Drug Programs (SDADP) requires that the County enter into agreements with all State-certified D/MC service providers who request service contracts with the County. Since this is an SDADP requirement, fully revenue offset, the Department is requesting delegated authority for the Acting Director to sign any forthcoming amendments using the recommended formats and others as approved by the Board on May 31, 2005, or subsequently approved by County Counsel. In that Board action, the Department obtained delegated authority to sign any forthcoming D/MC Agreements. Approval of delegated authority to amend the Agreements will make the process more efficient.

#### FISCAL IMPACT/FINANCING:

There are no net County costs involved in these Amendments.

Amendment No. 1 to Agreement No. H-701130 with The Center for Hope, Inc. will increase the County's total maximum obligation by \$348,796, from \$210,000 to \$558,796 for FYs 2005-06 through 2007-08, consisting of \$279,398 in Federal Share D/MC funds and \$279,398 in State General (SG) D/MC funds.

Amendment No. 1 to Agreement No. H-701239 with Wings of Refuge will increase the County's total maximum obligation by \$60,000, from \$300,000 to \$360,000 for FYs 2005-06 through 2007-08, consisting of \$180,000 in Federal Share D/MC funds and \$180,000 in SG D/MC funds.

Both Amendments are retroactive to July 1, 2005 and are 50% offset by Federal Share D/MC funds and 50% offset by State Share D/MC funds, as provided under the SDADP's Negotiated Net Amount (NNA) Agreement No. NNA19 and D/MC Agreement.

Funds are included in the FY 2005-06 Final Budget and will be requested in future fiscal years.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

For several years, the Board has approved alcohol and drug services agreements to provide for residential and non-residential services, drug court services, prevention services, and services to CalWORKs recipients. Most recently, on May 31, 2005, the Board approved a variety of alcohol and drug services Agreements including several D/MC Agreements for the period July 1, 2005 through June 30, 2008. However, delegated authority as was granted in the previous renewal package of October 15, 2002 to approve forthcoming Amendments to those Agreements was inadvertently omitted.

On May 31, 2005, the Board approved renewal Agreements with The Center for Hope, Inc. and Wings of Refuge for the period July 1, 2005 through June 30, 2008. The Center for Hope, Inc. is requesting to add additional funding of \$138,796 for ODFS for one year only and add DCHS and PDCHS effective July 1, 2005 through June 30, 2008. Wings of Refuge is requesting to add PRHS effective July 1, 2005 through June 30, 2008. Both agencies have received State certification for these additional services.

The Department is requesting delegated authority to execute any forthcoming Amendments to all qualified State-certified D/MC provider Agreements through June 30, 2008, as funding for these services is 100% offset. Quarterly reports indicating the current allocations of D/MC funding by service modality and Supervisorial District will be sent to the Board and Chief Administrative Office.

These Agreements may be terminated immediately for breach or for convenience with a 30-day advance written notice by either party. On May 31, 2005, the Board approved delegated authority to the Director to terminate the D/MC Agreements for breach following State decertification of the provider.

Attachment A provides additional information. Exhibits I and II have been reviewed by County Counsel.

The Honorable Board of Supervisors February 9, 2006 Page 3

#### **CONTRACTING PROCESS:**

It is not appropriate to advertise State-certified contractors on the Los Angeles County Online Web Site.

#### IMPACT ON CURRENT PROGRAM SERVICES (OR PROJECTS):

Alcohol and drug services will continue without interruption throughout Los Angeles County.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,

Bruce A Chernof, M.D.

Acting Director and Chief Medical Officer

BAC:po BLETCENTERFORHOPE.PO

Attachments (3)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

#### **SUMMARY OF AGREEMENTS**

#### TYPE OF SERVICES: 1.

Drug/Medi-Cal (D/MC) Agreements provide outpatient and residential services to Medi-Cal eligible individuals.

#### AGENCY ADDRESSES AND CONTACT PERSONS:

The Center for Hope, Inc. - H-701130 5012 S. La Brea Ave., Unit 3 Los Angeles, CA 90056 Attn: Asia Maria Okafor Telephone: (323) 298-3050

Wings of Refuge - H-701239 5777 W. Century Blvd., Suite 900 Los Angeles, CA 90045 Attn: Renee Moncito Telephone: (310) 670-6767

#### 3. TERM:

July 1, 2005 through June 30, 2008.

#### **FINANCIAL INFORMATION:**

The Center for Hope, Inc.: Wings of Refuge:

\$558,796 total maximum obligation \$360,000 total maximum obligation

Both agreements are 50% offset by Federal Share D/MC funds and 50% offset by State Share D/MC funds. Funding is available in the Negotiated Net Amount (NNA) Agreement No. NNA19 with the State Department of Alcohol and Drug Programs and is included in the Fiscal Year 2005-06 Final Budget. Funding will be requested in future years.

#### **GEOGRAPHIC AREAS SERVED:**

Countywide.

#### ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration.

#### APPROVALS:

Public Health Programs:

John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form): Eva Vera, Senior Deputy

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#### EXHIBIT I

Contract No. H-701130-1

## ALCOHOL AND DRUG SERVICES AGREEMENT (FEDERAL DRUG/MEDI-CAL)

#### AMENDMENT NO. 1

|      | THIS AMENDMENT is | made and entered into this                  | day |
|------|-------------------|---|-----|
| of _ |                   | _, 2005,                                    |     |
|      | by and between    | COUNTY OF LOS ANGELES (hereafter "County"), |     |
|      | and               | THE CENTER FOR HOPE, INC. (hereafter        |     |

WHEREAS, reference is made to that certain document entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1, 2005, and further identified as County Agreement No. H-701130 (hereafter "Agreement"); and

WHEREAS, the parties wish to include a revised Exhibit for the additional provision and funding of outpatient drug free services to Drug/Medi-Cal clients; and

WHEREAS, the parties wish to include new Exhibits for the additional provision of day care habilitative and perinatal day care habilitative services to Drug/Medi-Cal clients; and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to make budget modifications, increase funding for the

additional services and make other hereinafter designated changes;

and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, the term "Director" as used herein refers jointly to County's Director of Health Services or his/her authorized designee, or as may otherwise be redefined in the County Code; and

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective July 1, 2005.
- 2. Paragraph 2, <u>DESCRIPTION OF SERVICES</u>, of Agreement shall be amended to read as follows:

#### "2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:
  - (1) ADDITIONAL PROVISIONS DEPARTMENT OF HEALTH SERVICES ALCOHOL AND DRUG PROGRAM ADMINISTRATION ALCOHOL AND DRUG SERVICES AGREEMENT January 1, 2006
  - (2) Exhibit A-1 -Outpatient Drug Free Services (Federal Drug/Medi-Cal)
  - (3) Exhibit B Perinatal Outpatient Drug Free Services (Federal/Drug Medi-Cal)
  - (4) Exhibit C Day Care Habilitative Services (Federal Drug/Medi-Cal)
  - (5) Exhibit D Perinatal Day Care Habilitative Services (Federal Drug/Medi-Cal)
  - (6) DRUG/MEDI-CAL CERTIFICATION STANDARDS FOR

#### SUBSTANCE ABUSE CLINICS - 2004

(7) STATE OF CALIFORNIA ALCOHOL AND/OR OTHER PROGRAM - CERTIFICATION STANDARDS - JULY 1, 1999

Contractor hereby acknowledges receiving the above referenced documents numbers (1) through (5) attached hereto, and numbers (6) and (7) not attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s) and Budget(s) (which further define the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

- B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services that Contractor provides to all other participants it serves."
- 3. Subparagraphs B, C and D of Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:
  - "B. During the period July 1, 2005 through
    June 30, 2006, the estimated maximum obligation of
    County for all services provided under this Agreement is
    Two Hundred Seventy-Eight Thousand, Seven Hundred
    Ninety-Six Dollars (\$278,796). This sum represents the
    total estimated maximum obligation of County as
    determined by adding each maximum allocation shown in
    the Exhibits, attached hereto.
    - C. During the period July 1, 2006 through

June 30, 2007, the estimated maximum obligation of County for all services provided under this Agreement is One Hundred Forty Thousand Dollars (\$140,000). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

- D. During the period July 1, 2007 through
  June 30, 2008, the estimated maximum obligation of
  County for all services provided under this Agreement is
  One Hundred Forty Thousand Dollars (\$140,000). This sum
  represents the total estimated maximum obligation of
  County as determined by adding each maximum allocation
  shown in the Exhibits, attached hereto."
- 4. Exhibit A and Schedule A, shall be replaced in their entirety by Exhibit A-1 and Schedule A-1, attached hereto and incorporated herein by reference.
- 5. Exhibits C and D and Schedules C and D, attached hereto and incorporated herein by reference, shall be added to Agreement effective July 1, 2005.
- 6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

  IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

1/06.PO

| (   | COUNTY OF LOS ANGELES                                    |
|---|--|
|   | ByBruce Chernof, M.D. Acting Director of Health Services |
|   | THE CENTER FOR HOPE, INC. Contractor                     |
|   | BySignature  |
|   | Print Name   |
| APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY APPROVED AS TO CONTRACT | Title(AFFIX CORPORATE SEAL)  COUNSEL                     |
| ADMINISTRATION: Department of Health Service                            | ces  |
| Cara O'Neill, Chief<br>Contracts and Grants                             |  |

## THE CENTER FOR HOPE, INC.

#### EXHIBIT A-1

# OUTPATIENT DRUG FREE SERVICES (FEDERAL DRUG/MEDI-CAL)

1. <u>DEFINITION</u>: Outpatient drug free services are drug services which include crisis intervention, counseling, and client referral services. Referrals may be made to medical detoxification services, recovery home services, methadone services, psychiatric services, or other appropriate treatment service providers. Based upon the continuing treatment needs of the client (including, but not limited to, homeless clients), duration of any individual's treatment hereunder shall not exceed twelve (12) months without the prior written approval of Director. Clients shall receive counseling at least twice within each thirty (30) day period. Clients not returning for services within thirty (30) calendar days shall be discharged.

For purposes of this Exhibit, "homeless" clients are defined as those individuals with a drug abuse problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and/or other similar locations.

2. <u>PERSONS TO BE SERVED</u>: Outpatient drug free services shall be furnished to Medi-Cal eligible beneficiaries meeting

certain admission criteria as defined in Title 22 California Code of Regulations ("CCR") Section 51303. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' county of residence. Unless a specific special population(s) is identified immediately below, services will be made available to male and female clients of all ages, and to all ethnic and special population groups.

Specific special population(s) to be served is(are)

outpatient drug free. The Contractor will serve: X males/

X females. The age group(s) to be served is(are) 18 years and older.

3. <u>SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF</u>

OPERATION: Contractor's facility(ies) where outpatient drug free services are to be provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at 5012 South La Brea Avenue, Unit 3, Los Angeles, California 90056. Contractor's facility telephone number is (323) 298-3050 and facsimile/FAX number is (323) (323) 298-3083. Contractor's facility days and hours of operation are Monday through Friday, 9:00 a.m. to 6:00 p.m.; Saturday, 10:00 a.m. to 3:00 p.m.

Facility 2 is located at \_\_\_\_\_\_ and Contractor's facility telephone number is (\_\_\_\_) and

| facsi | Lmile | e/FAX r | numb | er is  | (   | )   | • | Contractor' | s faci | lity |
|-------|-------|---------|------|--------|-----|-----|---|-------------|--------|------|
| days  | and   | hours   | of   | operat | ion | are |   |             |        | •    |

Contractor shall obtain prior written approval from Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) calendar days prior to the effective date(s) thereof.

#### 4. MAXIMUM ALLOCATION:

- A. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is One Hundred Eighty-Eight Thousand, Seven Hundred Ninety-Six Dollars (\$188,796). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus allowable County administrative costs.
- B. If this Agreement is extended for an additional twelve (12) months, from July 1, 2006 through June 30, 2007, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is Fifty Thousand Dollars (\$50,000). This sum represents the Combined Maximum State General Fund and

Federal Drug/Medi-Cal Allocations minus County administrative costs.

- C. If this Agreement is extended for an additional twelve (12) months, from July 1, 2007 through June 30, 2008, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is Fifty Thousand Dollars (\$50,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.
- D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected social services aid program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.
- E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers (i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further understands and acknowledges that he/she may be required to continue to provide such services to County clients which

exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor. Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as

described under Title 22 CCR Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS paragraph provisions of this Agreement.

- F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.
- 5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per individual session and provisional service rate per client attending a group session) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of an `individual session' is a fifty (50) minute face-to-face visit. Reimbursement for an individual session is limited to intake, crisis intervention, collateral services (defined as family member(s) or significant person(s) in the life of the identified client), and treatment and discharge planning. A "group session"

is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by the ADPA to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the SDADP) County administrative costs, the difference of which shall be defined as Contractor's provisional rate, and as set forth in the Schedule(s) attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a

completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the automated Los Angeles County Participant Reporting System ("LACPRS") for both intake and discharge information reported on clients; the reporting of services received by selected clients; and other activities to meet established standards for the conduct of evaluations of

acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and client confidentiality assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; client identification data; diagnostic studies, if appropriate; development of a service/treatment plan within thirty (30) days of admission, which includes a problem list, action steps, and short and long term goals generated by staff and the client. service/treatment plan shall be reviewed and signed by the supervisor, and updated every ninety (90) days. Client records shall also include assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; a discharge/transfer summary; and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

- 8. <u>MEDICATIONS</u>: Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician, or licensed vocational nurse, in accordance with Federal and State law and related regulations.
- 9. <u>SPECIFIC SERVICES TO BE PROVIDED</u>: Contractor shall provide outpatient drug free services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:
  - A. Conduct intake and client assessment/diagnosis, including documentation of admission requirements, and medical and psychosocial histories.
  - B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan. Clients shall receive a minimum of two (2) counseling sessions per thirty (30) day period or be subject to discharge.

- C. Treatment plans shall incorporate the following elements: client signature, primary counselor signature, reviewer (supervisor) signature, and coordination with referral source, if applicable.
- D. Progress notes shall reference the particular problem identified in the treatment plan.
- E. Progress notes shall clearly identify session as individual, group or collateral.
- F. There shall be a notation in the client chart whenever there is a change in primary counselors.
- G. Documentation of missed appointments shall be recorded in the client's chart.
- H. Progress notes shall be signed by the counselor, with at least his/her first initial and last name and dated.
- I. Progress notes shall be clearly legible. Illegible progress notes shall be subject to disallowance for billing purposes.
- J. Progress notes shall include the time when the counseling sessions began and ended.
- K. Documentation of progress notes shall be placed in the client's chart within forty-eight (48) hours after the counseling session.
- L. A case review or a case conference shall be conducted within thirty (30) days of admission and every

ninety (90) days thereafter.

- M. Involvement of "significant others" in the treatment process when appropriate.
- N. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse programs.
- O. Direct or referral services to clients, and documentation of such services or referrals, and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to, nor reimbursable, hereunder.
- P. Follow-up on former clients in accordance with Contractor's written policies and procedures.
- Q. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.
- R. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each client's emission of the urine collected be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

- S. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to HIV/AIDS testing.
- T. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulation ("CFR") Section 96.127(a)(1).
- U. Provision of, or referral to, interim services for pregnant women who request services and cannot be admitted to a program no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d)(2).
- V. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to outpatient drug free services programs that do. Contractor shall refer clients to other agencies if Contractor is unable to provide immediate services, and shall notify the County ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list. Contractor shall document their notification and referral efforts.

## 10. PROGRAM TREATMENT CAPACITY:

A. The total number of full time equivalent (FTE) positions budgeted to the program hereunder is  $\frac{1.84/3}{3}$ .

- B. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is 1.84/1.02/1.02 .
- C. Contractor shall provide a minimum of 1,601 actual service hours for each dedicated FTE position(s) during the Agreement term.
- D. Contractor shall provide a minimum of 2.945/1.633/1.633 service hours during the Agreement term (Item B x Item C).
- 11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgments that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, of this Agreement.
- 12. <u>AUTOMATED PARTICIPANT REPORTING SYSTEM</u>: Contractor shall participate and cooperate in the implementation of the automated LACPRS. For the purpose of reporting data, Contractor will enter client information directly into the County's automated LACPRS via the Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals, hardware, software, cable lines and connections,

Internet access, and modem. Contractor shall provide maintenance for the computer and related equipment, ensure that the computer equipment and Internet connectivity are up to date and in good operational order at all times, ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

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## THE CENTER FOR HOPE, INC.

## SCHEDULE A-1

# OUTPATIENT DRUG FREE SERVICES (FEDERAL DRUG/MEDI-CAL)

|    |   | Period of (07/01/05-06/30/06) | Period of (07/01/06-06/30/07) | Period of<br>(07/01/07-<br>06/30/08) |
|----|---|-------------------------------|-------------------------------|--------------------------------------|
| 1. | Drug/Medi-Cal Provider Number                 | 7094                          | 7094                          | 7094                                 |
| 2. | Projected Units of Service:                   | :                             |                               |                                      |
| ۷. | - 11 'land Coddions                           |                               | 184                           | 184                                  |
|    |   | 1                             | 141                           | 141                                  |
|    | B. Group Sessions                             | 534                           |                               |                                      |
| 3. | Maximum Combined Allocation                   | n \$ <u>188,796</u>           | \$ 50,000                     | \$ 50,000                            |
| 4. | Provisional Rate Per<br>Individual Session    | . \$ <u>57.74</u>             | \$ 57.74                      | \$ 57.74                             |
| 5. | Provisional Rate Per Clien in a Group Session | it<br>. \$ <u>27.76</u>       | \$ 27.76                      | \$ 27.76                             |

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### THE CENTER FOR HOPE, INC.

#### EXHIBIT C

# DAY CARE HABILITATIVE SERVICES (FEDERAL DRUG MEDI-CAL)

1. <u>DEFINITION</u>: Day care habilitative services are non-residential programs which provide counseling and rehabilitation services. Clients (including, but not limited to, homeless client) shall participate according to the minimum attendance schedule as described below, and shall have regularly assigned, supervised work functions. Clients shall participate in scheduled, formalized services three (3) or more hours per day, but less than twenty-four (24) hours, throughout the day at least three (3) times per week. The program services shall be available a minimum of six (6) hours per day, six (6) days per week.

Based upon the continuing needs of clients, duration of any individual's treatment hereunder shall not exceed one (1) year without prior written approval of Director.

For purposes of this Exhibit, "homeless" clients are defined as those individuals with an alcohol and/or other drug problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and/or other similar locations.

2. <u>PERSONS TO BE SERVED</u>: Day care habilitative services shall be furnished to Medi-Cal eligible beneficiaries meeting

certain admission criteria as defined in Title 22 California Code of Regulations ("CCR") Section 51303. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' county of residence. Unless a specific special population(s) is identified immediately below, services will be made available to male and female clients under age twenty-one (21), and to all ethnic and special population groups.

Specific special population(s) to be served is(are)

Drug Medi-Cal beneficiaries. The Contractor will serve:

X males/X females. The age group(s) to be served is(are)

12 to 21 years of age.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where day care habilitative services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 5012 South La Brea Avenue,
Los Angeles, California 90056. Contractor's facility telephone
number is (323) 298-3050 and facsimile/FAX number is (323)
298-3083. Contractor's facility days and hours of operation are
Monday through Friday, 9:00 a.m. to 6:00 p.m.

| Facility 2 is located at                     | •        |
|--|----------|
| Contractor's facility telephone number is () | _ and    |
| facsimile/FAX number is () Contractor's      | facility |
| days and hours of operation are              |          |

Contractor shall obtain prior written approval from Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) calendar days prior to the effective date(s) thereof.

#### 4. MAXIMUM ALLOCATION:

- A. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is Fifty Thousand Dollars (\$50,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus allowable County administrative costs.
- B. During the period of July 1, 2006 through June 30, 2007, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is Fifty Thousand Dollars (\$50,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.
  - C. During the period of July 1, 2007 through June 30, 2008, that portion of the maximum obligation of County which

is allocated under this Exhibit for day care habilitative services is Fifty Thousand Dollars (\$50,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

- D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected social services aid program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.
- E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers (i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further understands and acknowledges that he/she may be required to continue to provide such services to County clients which exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar

amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor.

Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as described under Title 22 CCR Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for

such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/ SERVICES ADJUSTMENTS AND REALLOCATIONS paragraph provisions of this Agreement.

- F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.
- 5. <u>REIMBURSEMENT</u>: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per day care habilitative service visit) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of a "day care habilitative services visit" is one (1) "face-to-face" visit to receive services for at least three (3) hours on a calendar day.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by the ADPA to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the SDADP) County administrative costs, the difference of which shall be defined as Contractor's

provisional rate, and as set forth in the Schedule(s) attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

6. PROGRAM EVALUATION: Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are

directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the Los Angeles County Participant Reporting System (LACPRS) for both intake and discharge information reported on clients; the reporting of services received by selected clients; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and client confidentiality assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

7. <u>CLIENT RECORDS</u>: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history;

client identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes. Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

- 8. <u>MEDICATIONS</u>: Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician or licensed vocational nurse, in accordance with Federal and State law and related regulations.
- 9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide day care habilitative services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:

- A. Conduct intake and client assessment/diagnosis, including documentation of admission requirements, and medical and psychosocial histories.
- B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan.
- C. A minimum of nine (9) hours per week of scheduled, formalized services (e.g., a work program, treatment techniques, and recreational activities).
- D. Involvement of "significant others" in the treatment process when appropriate.
- E. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse programs.
- F. Direct or referral services to clients, and documentation of such services or referrals, and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to County, nor reimbursable, hereunder.
- G. Follow-up on former clients in accordance with Contractor's written policies and procedures.

- H. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.
- I. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require that each client's emission of the urine collected be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.
- J. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to HIV/AIDS testing.
- K. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulations ("CFR") Section 96.127.
- L. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program within and no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d)(2).
- M. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to day care habilitative services programs that do. Contractor shall document their efforts to refer clients to other agencies if Contractor is unable to provide immediate services, and to

notify the County ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list.

# 10. PROGRAM TREATMENT CAPACITY:

- A. The total number of full time equivalent (FTE) positions dedicated to perform direct service hours during the Agreement term is 1.296.
- B. Contractor shall serve 10 program clients for each dedicated FTE position(s) during the Agreement term (minimum number is 10).
- C. The projected minimum number of clients served during the Agreement term is  $\underline{12.96}$  (Item A x Item B).
- D. The average program attendance by each client is projected to be 3 days per week during the Agreement term.
- E. The projected program treatment capacity for program clients during the Agreement term is 817 (Item C x Item D x 52).
- F. The projected utilization rate of the total treatment capacity for program clients during the term of the Agreement is 100%.
- G. Contractor shall provide a minimum of 817 service units during the Agreement term (Item E x Item F).
- 11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgments that apply to Contractor's provision of services under this

Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, of this Agreement.

participate and cooperate in the automated LACPRS. For the purpose of reporting data, Contractor will enter client information directly into the County LACPRS via Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide maintenance for the computer and related equipments, ensure that the computer equipment and internet connectivity are up to date, in good operational order at all times, ensure adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

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(Cost/R/PR)

# THE CENTER FOR HOPE, INC.

# SCHEDULE C

# DAY CARE HABILITATIVE SERVICES (FEDERAL DRUG MEDI-CAL)

|    |   | (07/01/05-        | Period of (07/01/06-06/30/07) | Period of<br>(07/01/07-<br>06/30/08) |
|----|---|-------------------|-------------------------------|--------------------------------------|
| 1. | Drug/Medi-Cal Provider Number                                   | 7094              | 7094                          | 7094                                 |
| 2. | Units of Service<br>(Day Care Habilitative<br>Services Visit)   | 817               | 817                           | 817                                  |
| 3. | Maximum Combined Allocation                                     | 50,000 s          | \$ 50,000                     | \$ <u>50,000</u>                     |
| 4. | Provisional Rate Per<br>Day Care Habilitative<br>Services Visit | . \$ <u>61.18</u> | \$ <u>61.18</u>               | \$ 61.18                             |

3/05PO CD3945DMCDCH.SF

### THE CENTER FOR HOPE, INC.

### EXHIBIT D

# PERINATAL DAY CARE HABILITATIVE SERVICES (FEDERAL DRUG/MEDI-CAL)

1. DEFINITION: Perinatal day care habilitative services (hereafter "Day Care Habilitative Services") are non-residential programs which provide treatment and recovery services to pregnant and postpartum women (including, but not limited to, homeless pregnant and postpartum women) who use alcohol and/or other drugs, and their children. The primary purpose of these services is to provide a planned program in a social setting structured to maximize recovery and rehabilitation of clients. These programs are used to provide services, more intensive than a visit but less extensive than twenty-four (24) hour residential services, in a clean, alcohol and drug free, sober environment. Program clients shall participate at least three (3) hours per day, three (3) times per week and return to their own residences at night. The program services shall be available a minimum of six (6) hours per day, six (6) days per week.

Based upon the continuing needs of clients, duration of any individual's treatment hereunder shall not exceed one (1) year without prior written approval of Director. For purposes of this Exhibit, "homeless" persons are defined as those individuals with an alcohol and/or other drug problem who lack shelter and the

financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and/or other similar locations.

- 2. PERSONS TO BE SERVED: Day care habilitative services shall be furnished to pregnant and postpartum women who are Medi-Cal eligible beneficiaries meeting certain admission criteria as defined in Title 22 California Code of Regulations ("CCR") Section 51303. Priority admission to the program shall be given, as delineated in the Perinatal Services Network Guidelines, in the following order: (a) pregnant injecting drug users and (b) pregnant women using alcohol and/or other drugs. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' county of residence.
- 3. <u>SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF</u>

  OPERATION: Contractor's facility(ies), where day care habilitative services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 5012 South La Brea Avenue,
Los Angeles, California 90056. Contractor's facility telephone
number is (323) 298-3050 and facsimile/FAX number is (323)
298-3083. Contractor's facility days and hours of operation are
Monday through Friday, 9:00 a.m. to 6:00 p.m.

| Facility 2 is located at                  | •                     |
|---|-----------------------|
| Contractor's facility telephone number is | () and                |
| facsimile/FAX number is ()                | Contractor's facility |
| days and hours of operation are           |                       |

Contractor shall obtain prior written approval from Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) calendar days prior to the effective date(s) thereof.

### 4. MAXIMUM ALLOCATION:

- A. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is Twenty Thousand Dollars (\$20,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus allowable County administrative costs.
- B. During the period of July 1, 2006 through June 30, 2007, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is Twenty Thousand Dollars (\$20,000). This sum

represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

- C. During the period of July 1, 2007 through June 30, 2008, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is Twenty Thousand Dollars (\$20,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.
- D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected perinatal treatment expansion program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.
- E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers (i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further understands and acknowledges that he/she may be required to

continue to provide such services to County clients which exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor.

Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not

from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as described under Title 22 CCR Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/ SERVICES ADJUSTMENTS AND REALLOCATIONS paragraph provisions of this Agreement.

- F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.
- 5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per day care habilitative services visit) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of "day care habilitative services visit" is a faceto-face visit to receive services for at least three (3) hours on a calendar day. Contractor must meet all requirements delineated

in the Perinatal Services Network Guidelines; however, Contractor shall only be reimbursed for those allowable costs identified in Title 22 CCR Section 51341.1.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by the ADPA to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the SDADP) County administrative costs, the difference of which shall be defined as Contractor's provisional rate, and as set forth in the Schedule attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce

in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the Los Angeles County Participant Reporting System ("LACPRS") for both intake and

discharge information reported on clients; the reporting of services received by selected clients; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and client confidentiality assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical histories; client identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

- 8. MEDICATIONS: Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician or licensed vocational nurse, in accordance with Federal and State law and related regulations.
- 9. <u>SPECIFIC SERVICES TO BE PROVIDED</u>: Contractor shall provide day care habilitative services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:
  - A. Client intake, assessment, and diagnosis including documentation of admission requirements and psychological and medical histories.
  - B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan.
    - C. Involvement of "significant others" in the treatment

process when appropriate.

- D. Coordination with other agencies, including criminal justice agencies involved with drug abuse programs.
- E. Direct or referral services to clients, and documentation of such services or referrals and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education, or other services deemed appropriate for contributing to client's rehabilitation. Services provided through referral shall not be a charge to County nor reimbursable hereunder.
- F. Community awareness, education and involvement activities, including public information and drop-in space.
  - G. Peer support and discussion groups.
  - H. Social and recreational activities.
- I. On-site child care for children from birth to thirty-six (36) months of age, and on-site provision or arrangements through referral for child care for children thirty-seven (37) months to twelve (12) years of age.

  Contractor's on-site child care operations and/or child care operations provided by referral shall comply with any and all required laws and regulations regarding child care.
- J. Provision of, or arrangement for, transportation to and from treatment, primary medical care, and ancillary

services for women who do not have their own transportation.

- K. Education on the impact of alcohol and drug consumption during pregnancy and breast feeding.
- L. Parenting skills, training and education on child development.
- M. Coordination for obstetrical, gynecological, pediatric, social service and other community services.
- N. Provision of, or arrangement for, primary medical, prenatal, and pediatric care.
- O. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulation ("CFR") Section 96.127(a)(1).
- P. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program within and no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR 96.131(d)(2).
- Q. Exit planning to ensure program clients have support in recovery, including transition to community services and sober housing.
- R. Outreach to pregnant, postpartum, and parenting women who use alcohol and/or drugs and who would not otherwise know about these services.

- S. Follow-up on former clients in accordance with Contractor's written policies and procedures.
- T. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.
- U. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require that each client's emission of the urine collected be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.
- V. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to day care habilitative services programs that do. Contractor shall refer clients to other agencies if Contractor is unable to provide immediate services, and to notify the County's ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list. Contractor shall document their notification and referral efforts.

# 10. PROGRAM TREATMENT CAPACITY:

# On an annual basis:

A. The total number of full time equivalent (FTE) positions dedicated to perform direct service hours during

the Agreement term is \_\_.5\_.

- B. Contractor shall serve 10 program clients for each dedicated FTE position(s) during the Agreement term (minimum number is 10).
- C. The projected minimum number of clients served during the Agreement term is  $\underline{5}$  (Item A x Item B).
- D. The average program attendance by each client is projected to be 3 days per week during the Agreement term.
- E. The projected program treatment capacity for program clients during the Agreement term is  $_{780}$  (Item C x Item D x 52).
- F. The projected utilization rate of the total treatment capacity for program clients during the term of the Agreement is 36.7%.
- G. Contractor shall provide a minimum of 287 service units during the Agreement term (Item E x Item F).
- 11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgments, that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under. Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF

SERVICES, Subparagraph A, of this Agreement.

shall participate and cooperate in the automated LACPRS. For the purpose of reporting data, Contractor will enter client information directly into the County LACPRS via Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem.

Contractor shall provide maintenance for the computer and related equipments, ensure that the computer equipment and internet connectivity are up to date, in good operational order at all times, ensure adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

04/05PO CD3932DMC.PDCH.SF

(Cost/R/PR)

# THE CENTER FOR HOPE, INC.

# SCHEDULE D

# PERINATAL DAY CARE HABILITATIVE SERVICES (FEDERAL DRUG/MEDI-CAL)

|    |   | (07/01/05- | Period of (07/01/06-<br>06/30/07) | (07/01/07- |
|----|---|------------|-----------------------------------|------------|
| 1. | Drug/Medi-Cal Provider Number                                 | 7094       | 7094                              | 7094       |
| 2. | Units of Service<br>(Day Care Habilitative<br>Services Visit) | 287        | 287                               | 287        |
| 3. | Maximum Combined Allocation                                   | \$20,000   | \$ 20,000                         | \$ 20,000  |
| 4. | Provisional Rate Per Day Care Habilitative Services Visit     | \$69.54    | 69.54                             | \$ 69.54   |

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### EXHIBIT II

Contract No. H-701239-1

# ALCOHOL AND DRUG SERVICES AGREEMENT (DRUG/MEDI-CAL)

### AMENDMENT NO. 1

|      | THIS AMENDMENT | is made and entered into this               | day  |
|------|----------------|---|------|
| of _ |                | , 2005,                                     |      |
|      | by and between | COUNTY OF LOS ANGELES (hereafter "County"), |      |
|      | and            | WINGS OF REFUGE (hereafter "Contractor      | r"). |

WHEREAS, reference is made to that certain document entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1, 2005, and further identified as County Agreement No. H-701239 (hereafter "Agreement"); and

WHEREAS, the parties wish to include a new Exhibit for the additional provision of perinatal residential habilitative services to Drug/Medi-Cal clients; and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to make budget modifications, increase funding for the
additional services and make other hereinafter designated changes;

and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, the term "Director" as used herein refers jointly to County's Director of Health Services or his/her authorized designee, or as may otherwise be redefined in the County Code; and

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective July 1, 2005.
- 2. Paragraph 2, <u>DESCRIPTION OF SERVICES</u>, of Agreement shall be amended to read as follows:

# "2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:
  - (1) ADDITIONAL PROVISIONS DEPARTMENT OF HEALTH SERVICES ALCOHOL AND DRUG PROGRAM ADMINISTRATION ALCOHOL AND DRUG SERVICES AGREEMENT October 1, 2005
  - (2) Exhibit A Outpatient Drug Free Services (Federal Drug/Medi-Cal)
  - (3) Exhibit B Day Care Habilitative Services (Federal Drug/Medi-Cal)
  - (4) Exhibit C Perinatal Residential Habilitative Services (Federal/Drug Medi-Cal)
  - (5) DRUG/MEDI-CAL CERTIFICATION STANDARDS FOR SUBSTANCE ABUSE CLINICS 2004
  - (6) STATE OF CALIFORNIA ALCOHOL AND/OR OTHER PROGRAM CERTIFICATION STANDARDS JULY 1, 1999

Contractor hereby acknowledges receiving the above referenced documents numbers (1) through (4) attached hereto, and numbers (5) and (6) not attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s) and Budget(s) (which further define the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

- B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services that Contractor provides to all other participants it serves."
- 3. Subparagraphs B, C and D of Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:
  - "B. During the period July 1, 2005 through
    June 30, 2006, the estimated maximum obligation of County
    for all services provided under this Agreement is One
    Hundred Twenty Thousand Dollars (\$120,000). This sum
    represents the total estimated maximum obligation of
    County as determined by adding each maximum allocation
    shown in the Exhibits, attached hereto.
  - C. During the period July 1, 2006 through June 30, 2007, the estimated maximum obligation of County for all services provided under this Agreement is One

Hundred Twenty Thousand Dollars (\$120,000). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

- D. During the period July 1, 2007 through
  June 30, 2008, the estimated maximum obligation of County
  for all services provided under this Agreement is One
  Hundred Twenty Thousand Dollars (\$120,000). This sum
  represents the total estimated maximum obligation of
  County as determined by adding each maximum allocation
  shown in the Exhibits, attached hereto."
- 4. Exhibit C and Schedule C, attached hereto and incorporated herein by reference, shall be added to Agreement effective July 1, 2005.
- 5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

| COUNTY OF LOS ANGELES                                     |
|---|
| By  |
| Bruce Chernof, M.D.<br>Acting Director of Health Services |
| WINGS OF REFUGE   |
| Contractor  |
| Ву  |
| Signature   |
|   |
| Print Name  |
|   |
| Title   |
| (AFFIX CORPORATE SEAL)                                    |
|   |

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By Cara O'Neill, Chief Contracts and Grants

5/18/05 cd3763.LB CD3600\_LVB 10/08/2004

## WINGS OF REFUGE

### EXHIBIT C

# PERINATAL RESIDENTIAL HABILITATIVE SERVICES (FEDERAL DRUG/MEDI-CAL)

1. <u>DEFINITION</u>: Perinatal residential habilitative services (hereafter "Residential Habilitative Services") are services provided within non-institutional residential facilities where pregnant and postpartum women (including, but not limited to, homeless pregnant and postpartum women) who use alcohol and/or other drugs are supported in their efforts to restore, maintain and apply interpersonal and independent living skills, and access community support systems. Programs provide a range of activities and services for individuals who would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. This is a structured program with services available twenty-four (24) hours a day, seven (7) days a week.

Services shall be provided in a residential facility with a licensed treatment bed capacity of sixteen (16) beds or less.

The residential habilitative services program shall operate as a single, freestanding residential facility.

Based upon the continuing needs of clients, duration of any woman's treatment hereunder shall not exceed six (6) months unless determined by the program physician and staff that discontinuance from treatment would lead to a return to the use of alcohol and/or other drugs.

For purposes of this Exhibit, "homeless" persons are defined as those individuals with an alcohol and/or other drug problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and/or other similar locations.

- 2. PERSONS TO BE SERVED: Residential habilitative services shall be furnished to pregnant and postpartum women who are Medi-Cal eligible beneficiaries meeting certain admission criteria as defined in Title 22, California Code of Regulations ("CCR") Section 51303. Priority admission to the program shall be given, as delineated in the Perinatal Services Network Guidelines, in the following order: (a) pregnant injection drug users and (b) pregnant women using alcohol and/or other drugs. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' County of residence.
- 3. <u>SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF</u>

  OPERATION: Contractor's facility(ies) where residential habilitative services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as

# follows:

Facility 1 is located at 19422 Radlett Avenue, Carson,
California 90746. Contractor's facility telephone number is
(310) 631-2626 and facsimile/FAX number is (310) 670-2627.
Contractor's facility days and hours of operation are 24 hours a day, 7 days a week.

| Facility 2 is located at                  |                  |         |
|---|------------------|---------|
| Contractor's facility telephone number is | s ()             | and     |
| facsimile/FAX number is ()                | . Contractor's f | acility |
| days and hours of operation are           |                  |         |

Contractor shall obtain prior written approval from Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) calendar days prior to the effective date(s) thereof.

# 4. MAXIMUM ALLOCATION:

A. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for residential habilitative services is Twenty Thousand Dollars (\$20,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus allowable County

administrative costs.

- B. During the period July 1, 2006 through June 30, 2007, that portion of the maximum obligation of County which is allocated under this Exhibit for residential habilitative services is Twenty Thousand Dollars (\$20,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.
- C. During the period July 1, 2007 through June 30, 2008, that portion of the maximum obligation of County which is allocated under this Exhibit for residential habilitative services is Twenty Thousand Dollars (\$20,000). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.
- D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected perinatal treatment expansion program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.
- E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers

(i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further understands and acknowledges that he/she may be required to continue to provide such services to County clients which exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor.

Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished

County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as described under Title 22 CCR Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS Paragraph provisions of the ADDITIONAL PROVISIONS.

- F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.
- 5. <u>REIMBURSEMENT</u>: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per residential habilitative services day) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of a "residential habilitative services day" is a

calendar day during which services are received in a non-institutional, non-medical, residential program licensed by SDADP. Contractor must meet all requirements delineated in the Perinatal Services Guidelines; however, Contractor shall only be reimbursed for those allowable costs identified in Title 22 CCR Section 51341.1. Any program expenses related to room and board must be allocated to other funding sources and are not reimbursable through Drug/Medi-Cal funding.

In accordance with Title 22 CCR Section 51516.1,

Contractor's provisional rate, as set forth in Schedule A, shall

be based on the lowest of the following: 1) The Contractor's

usual and customary charge to the general public for the same or

similar services; 2) The Contractor's allowable cost of rendering

the services, as defined in section 119871.5 of the Health and

Safety Code; 3) The current statewide maximum allowance (SMA),

net of County administrative costs.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

6. PROGRAM EVALUATION: Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that

describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the automated Los Angeles

County Participant Reporting System (LACPRS) for both intake and discharge information reported on clients; the reporting of services received by selected clients; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and client confidentiality assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical histories; client identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

- 8. <u>MEDICATIONS</u>: Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician, or licensed vocational nurse, in accordance with Federal and State law and related regulations.
- 9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide residential habilitative services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:
  - A. Client intake, assessment, evaluation, and diagnosis including documentation of admission requirements and psychological and medical histories.
  - B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan. Each client shall receive a minimum of two (2) counseling sessions per thirty (30) day period except when Contractor determines

that fewer client contacts are clinically appropriate, and the client is progressing toward treatment plan goals.

- C. Involvement of "significant others" in the treatment process when appropriate.
- D. Coordination with other agencies, including criminal justice agencies involved with drug abuse programs.
- E. Direct or referral services to clients, and documentation of such services or referrals, and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education, or other services deemed appropriate for contributing to client's rehabilitation. Services provided through referral shall not be a charge to County nor reimbursable hereunder.
  - F. Self-help and peer support groups.
  - G. Social and recreational activities.
- H. On-site child care for children from birth to thirty-six (36) months of age, and on-site provision or arrangements through referral for child care for children thirty-seven (37) months to twelve (12) years of age.

  Contractor's on-site child care operations and/or child care operations provided by referral shall comply with any and all required laws and regulations regarding child care.
- I. Provision of, or arrangement for, transportation to and from treatment, primary medical care, and ancillary

services for women who do not have their own transportation.

- J. Education on the impact of alcohol and drug consumption during pregnancy and breast feeding.
- K. Parenting skills, training and education on child development.
- L. Coordination and accommodation for obstetrical, gynecological, pediatric, social service and other community services.
- M. Provision of, or arrangement for, primary medical, prenatal, and pediatric care.
- N. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to HIV/AIDS testing.
- O. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulations ("CFR") Section 96.127(a)(1).
- P. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program within and no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d)(2).
- Q. Exit planning to ensure program clients have support in recovery, including transition to community services and sober housing.

- R. Outreach to pregnant, postpartum, and parenting women who use alcohol and/or drugs and who would not otherwise know about these services.
- S. Follow-up on former clients in accordance with Contractor's written policies and procedures.
- T. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and to social services and mental health programs for other services.
- U. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require that each client's emission of the urine collected be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.
- V. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to residential habilitative services programs that do. Contractor shall refer clients to other agencies if Contractor is unable to provide immediate services, and shall notify the County's ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list. Contractor shall document their referral and notification efforts.

# 10. PROGRAM TREATMENT CAPACITY:

- A. The total number of beds licensed by the State of California in the facility(ies) identified in this Exhibit is 6.
- B. The total number of beds to be used by program clients under this Agreement is 1.
- C. The projected total bed capacity for program clients served under this Agreement is <u>365</u>.
- D. The projected utilization rate of the total treatment capacity for program clients during the term of this Agreement is 78%.
- E. Contractor shall provide a minimum of 286 residential habilitative services day units during the Agreement term (Item C x Item D).
- 11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgments, that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, of this Agreement.
- 12. <u>AUTOMATED PARTICIPANT REPORTING SYSTEM</u>: Contractor shall participate and cooperate in the implementation of the

automated LACPRS. For the purpose of reporting data, Contractor will enter client information directly into the County's automated LACPRS via the Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals, hardware, software, cable lines and connections, Internet access, and modem. Contractor shall provide maintenance for the computer and related equipment, ensure that the computer equipment and Internet connectivity are up to date and in good operational order at all times, ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

9/14/05 05/06 DMC\_RHPF.PO ADCD1985.LVB 04/10/2002

# WINGS OF REFUGE

# SCHEDULE C

# PERINATAL RESIDENTIAL HABILITATIVE SERVICES (FEDERAL DRUG/MEDI-CAL)

| Period of (07/01/07-06/30/08) | 7098                                 |                              | 286                 | \$ 20,000                               | \$ 69.71   |   |
|-------------------------------|--------------------------------------|------------------------------|---------------------|---|--|---|
| Period of (07/01/06-06/30/07) | 7098                                 |                              | 286                 | \$ 20,000                               | \$ 69.71   |   |
| Period of (07/01/05-06/30/06) | 1. Drug/Medi-Cal Provider Number7098 | 2. Allocated Treatment Slots | 3. Units of Service | 4. Maximum Combined Allocation\$ 20,000 | 5. Provisional Rate Per<br>Residential Habilitative<br>Services Day\$69.71 | 9/14/05<br>05/06 DMC_RHPF.PO<br>ADCD1985.LVB 04/10/2002 |